

TENDER NOTICE

No. EA/02-16-2025

For the provision of Aerosol system maintenance and supply of spare parts

1. Bids are invited from your esteemed Company for Providing Aerosol system maintenance and the supply of spare parts as per RFP Annexure. This bid Document is also available on the Etisalat website (www.etisalat.af, [Tenders](#)).
2. RFP Deadline is **April 21, 2025 Afghanistan time**.
3. Bid received after the above deadline shall not be accepted.
4. Bidders can provide either a sealed Hardcopy of the Proposal or a Softcopy of the Proposal through email. A hard copy can be submitted to Etisalat's Main office, Reception Desk (Tender Box). The softcopy shall be submitted through email (mhsalimee@etisalat.af) (ashalizi@etisalat.af) and cc: (Ihsanullah@etisalat.af) and marked clearly with the **RFP name, and number**.
5. The bidder shall submit the proposal with separate (Technical and Commercial) parts. The commercial part must be password password-protected document for a softcopy of the proposal, and we will request the password once here the concerned committee opens bids (starts the bid's Commercial evaluation). The bids shall be first evaluated technically. Technical evaluation will be based on the conformity to required technical specifications and compliance matrix specified in the Bidding Documents. Only technically compliant bids that meet all the mandatory service-affecting requirements will be evaluated commercially.
6. Etisalat Afghanistan reserves the right to accept or reject any or all bids and to annul the bidding process at any time, without thereby incurring any liability to the affected bidder(s) or any obligations to inform the affected bidder(s) of the grounds for Etisalat Afghanistan action.
7. All correspondence on the subject may be addressed to Ahmad Shikib Shalizi, Assistant Manager of Procurement, and Etisalat Afghanistan. Email: mhsalimee@etisalat.af

ashalizi@etisalat.af and Phone No. +93781 204 040/+93781201167

Ihsanullah Zirak

Director Procurement and Supply Chain

Ihsan Plaza, Shar-e-Naw, Kabul, Etisalat

Request for Proposal

(RFP)

For

**Contract Providing of Aerosol
system(firefighting) maintenance and
supply of spare parts**



1. DEFINITIONS

In this document, the following terms and meanings shall be interpreted as indicated:

1.1 Terms.

“Acceptance Test(s)” means the test(s) specified in the Technical Specifications to be carried out to ascertain whether the Goods, Equipment, System, Material, Items or a specified part thereof is able to attain the Performance Level specified in the Technical Specifications in accordance with the provisions of the Contract.

“Acceptance Test Procedures” means test procedures specified in the technical specifications and/or by the supplier and approved by EA as it is or with modifications.

“Approved” or “approval” means approved in writing.

“BoQ ” stands for Bill of Quantities of each job/work as mentioned in this contract and its annexes according to which the contractor shall supply equipment & services and subject to change by agreement of both parties.

“Bidding” means a formal procurement procedure under which sealed bids are invited, received, opened, examined and evaluated for the purpose of awarding a contract.

“Bid/Tender Document” means the Bid/Tender documents issued by EA for invitation of Bids/Offer along with subsequent amendments and clarifications.

“CIF” means “Cost Insurance Freight” as specified in INCOTERM 2010.

“Competent Authority” means the staff or functionary authorized by EA to deal finally with the matter in issue.

“Completion Date” means the date by which the Contractor is required to complete the Contract.

“Country of Origin” means the countries and territories eligible under the rules elaborated in the “Instruction to Bidders ”.

“Contract” means the Contract between Etisalat Afghanistan (EA) and the Contractor and comprising documents.

“Contractor” means the individual or firm(s) ultimately responsible for supplying all the Goods/Equipment/Systems/Material/Items on time and to cost under this contract to EA.

“Contractor’s Representative” means the person nominated by the contractor and named as such in the contract and approved by EA in the manner provided in the contract.

“Contract Documents” means the documents listed in Article (Contract Documents) of the Form of Contract (including any amendments thereto) or in any other article in this contract.

“Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

“Day” means calendar day of the Gregorian calendar.

“Delivery charges” means local transportation, handling, insurance and other charges incidental to the delivery of Goods to their final destination.

“D.D.P” means Delivered Duty Paid as defined in the Incoterms 2010 including the unloading responsibility of bidder/seller.

“Effective Date” means the date the Contract shall take effect as mentioned in the Contract.

“Etisalat Afghanistan (EA)” means the company registered under the Laws of Islamic Emirate of Afghanistan and having office at Ihsan Plaza Charahi Shaheed Kabul in person or any person duly authorised by it for the specific purpose for the specific task within the Contract and notified to contractor in writing.

“Final Acceptance Certificate” means the certificate issued by EA after successful completion of warranty and removal of defects as intimated by EA.

“Force Majeure” means Acts of God, Government restrictions, financial hardships, war and hostilities, invasion, act of foreign enemies, rebellion, revolution, riot, industrial disputes, commotion, natural disasters and other similar risks that are outside of Contractor's and EA’s control.

“Goods Receipt Certificate” means certificate issued by the consignee certifying receipt of Goods in good order and condition.

“Liquidated Damages” mean the monetary damages imposed upon the contractor and the money payable to EA by the contractor on account of late delivery of the whole or part of the Goods.

“L.o.A” means Letter of Award issued by EA to successful bidder with regard to the award of tender.

“Month” means calendar month of the Gregorian calendar.

“Offer” means the quotation/bid and all subsequent clarifications submitted by the Bidder and accepted by EA in response to and in relation with the Bid Documents.

“Origin” means the place where the Goods are mined, grown or produced from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

“EA's Representative” shall mean the representative to be appointed by EA to act for and on behalf of EA with respect to this Contract.

“Specifications” means the specifications, provided in the Contract and its annexure and in EA Tender Specifications and where the Contract is silent and in cases of conflicting specifications appearing in the documents, based on the latest version of ITU-T recommendations.

“Supplier/Vendor” (used interchangeably) means the individual or firm ultimately responsible for supplying all the Goods on time and to cost under this Contract acting individually alone or as a “prime contractor” for a consortium.

“Supplier's Representative” means the person nominated by the Contractor and named as such in the Contract and approved by EA in the manner provided in the Contract.

“Warranty Period” shall mean the period of 12 months or any extended period starting from the acceptance of the delivered Goods in good order and conditions at consignee's certified by EA authorized representative (s).

2. INTRODUCTION TO WORK.

2.1 Bids are invited to maintain aerosol system in accordance with Etisalat specifications and Annexures.

3. Scope of Work (SoW)

As per Annexure –A

4. Validity of Offers

The Tenders must be valid for a minimum of 90 days from the Tender closing date, or as may be specified by Purchaser in the Tender documents.

5. Price and Payment Term

5.1 Payment shall be made by bank transfer after receipt of original Hardcopy of invoice.

5.2 Advance payment shall be not made to the contractor.

5.3 EA shall make prompt payment, within thirty days of submission of an invoice/claim by the contractor subject to availability of prerequisite documents specified under the contract and adjustment of penalty (if any) on account of late delivery and/or defective Goods replacement after confirmation from the Project Director.

5.4 Payments are subject to deduction of income tax at the prevalent rate from the relevant invoices of the contractor and paid to the Tax Authorities, except those especially exempted by the authorities. EA will issue a certificate of deductions to the contractor to enable him to settle tax returns with the concerned authorities.

6. Penalty:

7.1 If the contractor fails to complete the said job on or before the Completion Date, the Contractor shall pay to the Purchaser as and by way of Penalty resulting from the delay, the aggregate sum of one percent (1%) of Total Contract price of the delayed services for each week and pro-rata for parts of week, for delay beyond the specified date, subject to a maximum of ten percent (10%) of the Total Contract Price of the service(s). In the event that delay is only in respect of small items which do not affect the effective utilization of the system, penalty shall be chargeable only on the value of such delayed items.

7.2 Any penalty chargeable to the Contractor shall be deducted from the invoice amounts submitted by the Contractor for payment, without prejudice to the Purchaser's rights.

7. Construction of Contract:

The Contract shall be deemed to have been concluded in the Islamic Emirate of Afghanistan and shall be governed by and construed in accordance with Islamic Emirate of Afghanistan Law.

9. Termination of the Contract

9.1 If during the course of the Contract, the Contractor shall be in breach of the Contract and

the Purchaser shall so inform the Contractor by notice in writing, and should the breach continue for more than seven days (or such longer period as may be specified by the Purchaser) after such notice then the Purchaser may immediately terminate the Contract by notice in writing to the Contractor.

9.2 Upon termination of the Contract the Purchaser may at his option continue work either by himself or by sub-contracting to a third party. The Contractor shall if so required by the Purchaser within 14 days of the date of termination assign to the Purchaser without payment the benefit to any agreement for services and/or the execution of any work for the purposes of this Contract. In the event of the services/jobs being completed and ready for utilization by the Purchaser or a third party and the total cost incurred by the Purchaser in so completing the required services/jobs being greater than which would have been incurred had the Contract not been terminated then the Contractor shall pay such excess to the Purchaser.

9.3 The Contractor shall not have the right to terminate or abandon the Contract except for reasons of force majeure.

9.4 Etisalat has the right to terminate this Contract without cause at any time by serving a 30-day prior written notice to the Contractor.

10. Local Taxes, Dues and Levies:

10.1 The Contractor shall be responsible for all government related taxes, dues and levies, including personal income tax, which may be payable in the Afghanistan or elsewhere.

10.2 Withholding tax (if applicable) shall be deducted on local portion only as per prevailing rates as notified Islamic Emirate of Afghanistan. The amount of withholding Tax(s) is 2% of all project cost for local/registered companies who have Afghanistan Government Official Work License and 7% for International/ nonregistered companies.

General Terms:

1. Purpose of this Code

- 1.1. **Etisalat Afghanistan** is fully committed to doing business in accordance with the highest standards of ethics and integrity, with professional business principles and in compliance with all applicable laws in the country. We recognise the importance of earning and maintaining the trust of our customers and stakeholders where we operate.

- 1.2. We expect our Suppliers to abide with this Code (as defined below) and conduct all our business and relationships with the highest standards of ethics to maintain this trust.
- 1.3. This Supplier Code of Ethical Conduct (**the “Code”**) sets out Suppliers’ obligations in relation to compliance with ethical conduct, any relevant legal obligations including anti-bribery and anti-corruption, sanctions, export and trade controls, and relevant regulations and standards in the Country in which the Supplier operates.
- 1.4. The purpose of the Code is to promote safe working conditions and the responsible management of social, ethical, and environmental issues in Etisalat Afghanistan’s procurement and supply chain. This includes issues such as human rights, working practices, labour standards, environmental, the responsible sourcing of minerals and health and safety.
3. The Supplier is encouraged to ensure its own suppliers and subcontractors are made aware of the principles of the Code when undertaking any work, or providing any product or service to, or on behalf of Etisalat Afghanistan.

2. Supplier selection and onboarding

- 2.1. Etisalat Afghanistan is committed to doing business with the highest standards of ethics and integrity. We expect that our partners, suppliers, consultants, agents, etc. apply the same standards.
- 2.2. To ensure that Etisalat Afghanistan work with the right third parties and to protect Etisalat Afghanistan’s brand and reputation, we conduct a thorough registration/selection, due diligence, and engagement processes prior to on-boarding or engaging any suppliers.
- 2.3. The Supplier shall take reasonable steps to ensure that it’s selection processes also include adequate due diligence on sub-contractors.
- 2.4. The Supplier shall ensure it does not commence any work or activities on behalf of Etisalat Afghanistan until it confirms it has read, understood, and will comply with all the principles set out in this Code.

3. Supplier monitoring

- 3.1. The Supplier must ensure they have processes in place to identify, correct and monitor the continued compliance of any activities that fall below the standards of ethical conduct set out in this Code.
- 3.2. Any breach of this Code may be considered to be a material breach of any agreement or contract with Etisalat Afghanistan, and Etisalat Afghanistan reserves its legal rights and remedies in respect of any such breach.

4. Data Protection, Privacy and Confidentiality

- 4.1. At Etisalat Afghanistan, we respect the privacy of our customers and third parties, as well as of others with whom we conduct business.

- 4.2. The Supplier must ensure they handle any confidential or customer personal data with due care, ensuring it has a process in place to ensure access and storage of this data is managed securely.
- 4.3. The Supplier shall ensure that any authorised communication of Etisalat Afghanistan confidential or customer information should be limited to appropriately trained and authorised individuals who need it to carry out their work, in accordance with applicable laws and for legitimate business purposes only.
- 4.4. The Supplier must ensure they protect any Etisalat Afghanistan confidential or customer information from improper disclosure.
- 4.5. The Supplier shall respect Etisalat Afghanistan's brand and intellectual property rights and manage any technology and know-how it receives from Etisalat Afghanistan in a manner that protects these intellectual property rights.

5. Modern Slavery, Child Labour, and Human Trafficking

- 5.1. Etisalat Afghanistan is committed to ensuring all workers in our procurement & supply chain receive fair and equal treatment in full compliance with the laws, rules, and regulations of the country. In case there are different standards set forth in this Code compared to the applicable laws, rules, and regulations, Etisalat Afghanistan expects the same standards or more stringent requirements to be applied.
- 5.2. Etisalat Afghanistan prohibits the use forced labour, whether in the form of prison labour, indentured labour, bonded labour or otherwise. No employee or worker may be compelled to work through force or intimidation of any form, or as a means of political coercion. Also, we operate a zero-tolerance policy for any form of Slavery and Human Trafficking in our operations and procurement & supply chain. The Supplier shall not permit the use of any form of forced, bonded, compulsory labour, slavery, or human trafficking. We will treat any reported incidents seriously, with respect and in confidence.
- 5.3. Etisalat Afghanistan condemns all forms of exploitation of children. We remain committed to prohibit and eliminate the use of child Labour in our operations and procurement & supply chain. Our aim is to ensure that all our operations remain in compliance with national regulations. The Supplier shall not knowingly use any child labour and should not employ or engage anyone who is below the minimum legal age for employment in line with applicable laws in the country.
- 5.4. All the Supplier's employees shall be freely employed. This means all employees must be provided with employment contracts that stipulate, the employee's rights to terminate their employment with reasonable notice period, the working hours, and the minimum wage and required benefits in line with applicable laws in the country.
- 5.5. The Supplier may deduct subsistence expenses from employees' wages as required and substantiated for the nature of the work or in accordance with established company policies (Article 95 of Afghanistan's Labor Code). Any such deductions must be transparent, justified, and consistent with reasonable standards, ensuring that they do not impede an employee's basic rights or cause financial hardship. However, the Supplier shall refrain from making any other wage deductions, withholding payments, imposing unauthorized debts upon employees, or

demanding the surrender of government-issued identification, passports, or work permits as a condition of their employment. All deductions must comply with fair and legal practices, respecting the rights and protections afforded to employees under the prevailing labor regulations. The Supplier shall not engage in or support the use of corporal punishment, threats of violence or other forms of mental or physical coercion. All employees shall be treated with dignity and in accordance with our policies maintaining a work environment that is free of any sort of physical punishment. All employees should be aware that we will treat all incidents seriously and with respect and in confidence and we will promptly investigate all allegations of physical punishment. No one will be victimized for making such a complaint.

6.1. Discrimination

- 6.1 Etisalat Afghanistan believes that everyone should be treated with dignity and respect, therefore, Etisalat Afghanistan prohibits all forms of discrimination, harassment, humiliation, threats of violence and abusive or offensive behaviour.
- 6.2 The Supplier shall not engage in, or support, any form of discrimination, in hiring, employment terms, remuneration, access to training, promotion, termination, retirement procedures or decisions including but not limited to race, ethnicity, skin colour, age, gender identification or any other characteristics protected by law, pregnancy, disability, religion, political affiliation, nationality, medical condition, social origin, social or marital status and trade union membership.

7. Bribery and Corruption

- 7.0. Etisalat Afghanistan's stance on avoiding Bribery and Corruption means that regardless of local customs, we never receive or provide Gifts, Entertainment, Hospitality or any other benefits that are motivated by an improper purpose, such as to gain an inappropriate business, personal or other advantage.
- 7.1. The Supplier shall not tolerate or enter into any form of bribery, including improper offers or payments to or from employees, customers, suppliers, organisations or individuals.
- 7.2. The Supplier shall abide by all applicable anti-corruption laws and regulations of Etisalat Afghanistan and applicable laws in the country, including the Foreign Corrupt Practices Act ("FCPA") and applicable international anti-corruption conventions.
- 7.3. The Supplier shall have an anti-bribery policy that sets out the principle of zero tolerance to any form of bribery or corruption within their organisation, including facilitation payments.
- 7.4. In the course of doing business with or on behalf Etisalat Afghanistan or fulfilling any agreement or contract with Etisalat Afghanistan, the Supplier must not in relation to any public or government official, offer, give, promise, receive or request any bribes (financial or any other improper advantage).
- 7.5. The Supplier shall ensure its employees, contractors and sub-contractors are aware of its antibribery policy and how to comply with its requirements.

8. Money laundering

- 8.0. The Supplier shall act in accordance with all applicable international standards and laws on fraud and money laundering and (where appropriate) maintain an anti-money laundering compliance program, designed to ensure compliance with the law including the monitoring of compliance and detection of violations.

9. Environment and Climate Change

9.1 The Supplier shall commit to protecting the environment. Supplier shall minimize its use of finite resources (such as energy, water, and raw materials) and the release of harmful emissions to the environment (including waste, air emissions and discharges to water).

9.2 The Supplier shall seek to improve the environmental performance of the products and services it provides, as well as support those that offer environmental and social benefits to Etisalat Afghanistan's customers.

9.3 The Supplier shall adhere to relevant environmental legislation and international standards in Afghanistan. In cases where specific environmental legislation is not readily evident or enforced within Afghanistan, the Supplier must establish and maintain reasonable practices to manage environmental impacts in accordance with internationally accepted norms and principles. The Supplier shall identify, monitor, and minimize Greenhouse Gas emissions (GHG) and energy consumption from its own operations including CO2 emissions from transportation and travel and support.

10. Speak Up

10.0. The Supplier shall provide an anonymous complaint mechanism for its managers and workers to report workplace grievances and shall take measures to protect whistleblower confidentiality and prohibit retaliation.

10.1. The Supplier shall report any instances of illegal or unethical behaviour or breaches of this Code (in relation to the goods and services being provided to Etisalat Afghanistan) in confidence using the 'Speak Up' contact details below.

15.0. The Supplier shall regularly promote these Etisalat Afghanistan 'Speak Up' contact details to its employees and any agents or subcontractors working on the Supplier's behalf for Etisalat Afghanistan: via the official Etisalat Afghanistan whistle-blower email eawb@etisalat.af.

11. Health & Safety

11.1 The Supplier shall ensure it provides a safe working environment for employees, contractors, partners, or the community who may be affected by Supplier's activities, in accordance with international standards and national laws.

11.2 The Supplier shall ensure it meets general principles of health and safety risk prevention. General principles include ensuring it has systems and processes in place for identifying, minimising, and preventing health and safety hazards, using competent and trained people, providing and maintaining safe equipment and tools, including ensuring personal protective equipment is made available as required.

- 11.3 The Supplier shall ensure that these health and safety obligations are communicated and applied to all parties including sub-contractors when undertaking any work or activities on behalf of Etisalat Afghanistan.
- 11.4 Contractors, vendors, and suppliers carrying out work for & on behalf of Etisalat Afghanistan are obliged to comply with Health, Safety & Environment (HSE) policies, rules, standards, processes, procedures, and best international practices.
- 11.5 Conform with all the local laws and regulations laid down by the Government of Afghanistan related to their operations, well-being, health of employees, public, protection and sustainable use of natural resources and the environment they operate.
- 11.6 the contractors are required to strictly follow and implement the mentioned HSE regulation and standards during their operations and activities. The instructions are produced primarily for the use of the contractor's management and supervisory staff who are required to ensure that the rules and procedures are brought to the notice of all the contractors' workers and that such rules and procedures are strictly followed by them.
- 11.7 EA will not be responsible for any damages, loss, incident, legal issues, and non-compliance with HSE standards that may arise from the contractors' activities.
- 11.8 Contractor must obtain the permit for work and report any HSE-related incidents such as injury, fatality, death, and non-compliance to Etisalat Afghanistan HSE focal points and via email at hse@etisalat.af. For more details about Etisalat Afghanistan HSE Policies and regulations please contact hse@etisalat.af.

Anti-Bribery Anti-Corruption

- 12 The Business Partner represents and warrants on behalf of itself, its directors and employees and any third-party employed and/or retained to act for or on its behalf including, without limitation, agents, contractors, sub-contractors and professional representatives ("**Representatives**") (including executive officers and directors of any such Representatives) that:
 - (a) it complies and will comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the UAE Penal Code ("**Relevant Requirements**") to the extent applicable to the Parties;
 - (b) it will not directly or indirectly through a third party, in relation to, in connection with, or arising from the performance of this Agreement give, receive, promise, attempt to give or to receive or in any way facilitate the giving and/or receiving of anything of value to any person for the purpose of securing an improper advantage for (an advantage that is not legitimately due to) either Party, inducing or influencing any person to take any action or refrain from taking any action to obtain or retain business for either Party, and/or inducing any government or public official to take or to omit to take any decisions unlawfully;
 - (c) it has and shall maintain in place throughout the term of this Agreement its own adequate policies and procedures that are aligned with the Relevant Requirements, and shall train its own employees on its policies and procedures to ensure compliance with the Relevant Requirements, and will enforce its policies and procedures where appropriate.

- (d) it shall immediately and in any case within three (3) days report to [Etisalat] in writing any actual or suspected violations including any request or demand for any undue financial or other undue advantage of any kind that it receives in connection with the performance of this Agreement; and
- (e) following a request from [Etisalat], it shall certify to [Etisalat] in writing and signed by an officer of the Business Partner its compliance with this clause and the compliance of all persons associated with it as well as that of its third parties under this Agreement. The Business Partner shall provide such supporting evidence of compliance as [Etisalat] may reasonably request.

12.1 “Conflict of Interest” shall mean any circumstance, potential, actual, or perceived, that might cause a Party, persons associated with it, or a third party, to place their financial or personal interests above the interests of their contractual commitments and the performance of their obligations under this Agreement causing them to be biased in their business judgments, or to not act in good faith when taking decisions and actions that are detrimental to the interests of the other Party under this Agreement;

12.1.1 The Business Partner shall immediately and in any case within three (3) days notify [Etisalat] in writing if a Public Official¹ becomes an officer or employee of the Business Partner or acquires a direct or indirect interest in the Business Partner and the Business Partner warrants that it has no Public Officials as direct or indirect owners, officers or employees as of the date of this Agreement;

12.1.2 The Business Partner represents and warrants that neither it nor any persons associated with it or any third party has interests that would conflict in any way with the performance of its obligations under this Agreement; and

12.1.3 If any actual or potential Conflict of Interest arises under this Agreement, the Business Partner shall immediately and in all cases within three (3) days inform [Etisalat] in writing of such conflict and shall provide all relevant information to assist [Etisalat] in its assessment of such conflict.

13.1 The Business Partner shall ensure that any third party associated with the Business Partner who is performing services or providing goods in connection with the performance of this Agreement does so only on the basis of a written contract which imposes on such third-party terms equivalent to those imposed on the Business Partner in this [Annex 1]. The Business Partner shall be responsible for the observance and performance by such third parties of the terms similar to those stipulated by this compliance provisions, and shall be directly liable to [Etisalat] for any breach by such third parties of any of the Relevant Requirements. For the purposes of this [Annex 1], a person associated with the Business Partner includes any subcontractor of the Business Partner. The Business Partner may only engage a third-party (e.g., subcontractor) under this Agreement subject to [Etisalat]’s prior written

¹ “Public Official,” for the purposes of this agreement, includes, but is not limited to: (i) any elected or appointed official (whether in the executive, legislative or judicial branches of government) of a local, state, provincial, regional or national government (or any department or agency of those types of government bodies), (ii) any government employee, part-time government worker, unpaid government worker, or anyone “acting in an official capacity” (i.e., acting under a delegation of authority from a government to carry out government responsibilities), (iii) any political party, party official, or candidate for political office, (iv) any official or employee of a public international organization such as the World Bank or United Nations, or any department or agency of those types of organizations, (v) any official, representative, or employee of a company that is under even partial ownership or control by a government.

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approval.

13.2 In connection with its relationship to [Etisalat] and each of the transactions established by the Agreement, the Business Partner has maintained and will continue to maintain complete and accurate books, records, invoices and other documents concerning payments and expenses.

13.3 [Etisalat] or its auditors or representatives may at any time audit Business Partner's compliance with this [Annex 1], and the Business Partner warrants its full cooperation with any investigation of suspected violations, including but not limited to, the timely provision of all relevant information, records, documentation, evidence, and employees, as may be requested by [Etisalat].

13.4 [Etisalat] shall be entitled to suspend payments of Business Partner invoices that are, or become due in case there is a reasonable belief that the Business Partner might have committed an actual or potential violation of this Annex 1 or applicable anti-bribery or anti-corruption laws, or whenever investigation or audit conducted reveal actual or suspected violations of this [Annex 1], or that become due at any time during a period of ninety (90) days thereafter.

13.5 The Business Partner shall indemnify [Etisalat] against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, [Etisalat] as a result of any breach of this [Annex 1] by the Business Partner.

13.6 Breach of this [Annex 1] shall constitute a material breach of this Agreement by the Business Partner. If the Business Partner is in breach of this [Annex 1]:

- (a) [Etisalat] shall have the right to terminate this Agreement with immediate effect, without prejudice to its rights and remedies under this Agreement, including its right to claim damages; and
- (b) the Business Partner shall not be entitled to any claim compensation or any further remuneration, regardless of any agreements entered into with third parties before termination.

14. Export Controls and Sanctions

Definition Section:

Affiliated Persons	mean any owner, officer, director, partner, principal, employee, any legal entity with control of or controlled by the Business Partner or same owner(s) and/or or agents, suppliers or other contractors of the Business Partner.
Applicable Sanctions/Export Control Laws	mean the Sanctions Laws and/or the Export Control Laws of the UAE, and any other jurisdiction in which the Business Partner deals in Items and/or provides services [including but not limited to US, UK, EU].
Blocked Person	means, at any time, any person (a) whose property or interest in property is blocked by any Sanctions, (b) designated as a target of asset freeze under Sanctions, (c) with whom dealings are otherwise prohibited under applicable Sanctions or Export Control Laws, or (d) owned or controlled by any such person.

Export Control Laws	mean laws and regulations related to the regulation of imports, exports, re-exports, sale, resale, transfers, releases, shipments, transmissions, or any other provision or receipt of goods, technology, technical data, software, or services, and any laws or regulations of a similar nature administered and enforced by Governmental Authorities.
EU	Means the European Union
Governmental Authorities	mean any agency, office, bureau, department, or instrumentality of the national government of the UAE, [any other applicable jurisdiction: US, UK, EU], that is responsible for administering and enforcing Sanctions and Export Control Laws and/or which has other relevant regulatory or other authority over the Business Partner, as required in the context of the relevant Agreement.
Item	means hardware, software including source code, technology, documents, technical data, diagrams and services.
Representatives	mean any third-party employed to act for or on behalf of Business Partner including, without limitation, agents, contractors, sub-contractors and professional representatives.
Sanctions Laws	mean economic or financial sanctions or trade embargoes imposed, administered or enforced by Government Authorities with applicable jurisdiction.
Sectoral Sanctioned Entity	means, at any time, any person subject to Sanctions administered or enforced Governmental Authorities.
US	Means the United States of America
UK	Means the United Kingdom of Great Britain and Northern Ireland
UAE	Means the United Arab Emirates

15. Sanctions and Export Control clauses:

[1. The Business Partner acknowledges that any Items that it provides under the Agreement may be subject, or become subject in the future, to the Applicable Sanctions/Export Control Laws of one or more jurisdictions (including without limit those of the U.S., the European Union, the UAE, the UK and any other jurisdiction in which it deals in Items), and shall not deal in, supply, deliver, broker or export any such Items without first obtaining all governmental licenses and approvals and making any notifications that may be required under such Applicable Sanctions/Export Control Laws.]

2. The Business Partner agrees at all times to comply with and ensure that it, its Affiliated Persons and Representatives act in compliance with all Applicable Sanctions/Export Control Laws in carrying out its

responsibilities under this Agreement. Without limiting the foregoing, the Business Partner represents, warrants and undertakes that:

- 2.1 Neither the Business Partner, nor any of its Affiliated Persons or Representatives is a Blocked Person, Sectoral Sanctioned Entity, or otherwise sanctioned person/entity with whom dealings are prohibited or restricted under the Applicable Sanctions/Export Control Laws;
- 2.2 The Business Partner will not, in connection with any activities involving [Etisalat] (including all Affiliated persons or representatives of [Etisalat]) or this Agreement, export, re-export, ship, sell, resell, supply, deliver, or otherwise transfer any Items to, from, or through – either directly or indirectly – any country or person in violation of any Applicable Sanctions/Export Control Laws;
- 2.3 The Business Partner will not cause [Etisalat] to violate any Applicable Sanctions/Export Control Laws;
- 2.4 The Business Partner shall provide to [Etisalat], prior to delivery of any Items that would be classified under applicable Export Controls, [i] a schedule identifying in writing the export controls regime to which the Items are subject and, [ii] the appropriate export controls classifications (e.g., Export Control Classification Numbers) with respect to each Item, in sufficient detail to enable [Etisalat] to ascertain any export control that may apply to [Etisalat]; and
- 2.5 The Business Partner shall promptly notify [Etisalat] in writing of any suspected or confirmed violations or issues of non-compliance involving any Items provided to [Etisalat], and in any case no later than within 3 days.
- 2.6 The Business Partner shall notify [Etisalat] in writing as soon as possible if:
 - (i) the Business Partner, or any of its Affiliated Persons or Representatives, has become listed on any restricted parties list (including, without limitation, any US, EU, UK or UN sanctions lists) or becomes subject to any Sanctions; or
 - (ii) it becomes aware that any relevant Governmental Authority has initiated or will initiate any investigation or proceedings against the Business Partner, or any of its Affiliated Persons or Representatives, relating to an actual or potential breach of any Export Control Laws or Sanctions in relation to its obligations under this Agreement.

3. *The Business Partner shall identify, obtain and maintain all government registrations, licenses and approvals required under any applicable Export Control Laws to engage in the activities covered by this Agreement, including any applicable registrations or licenses to engage in the business of manufacturing, exporting, brokering or trading export controlled Items.*

4. *Nothing in the Agreement is intended, and nothing herein should be interpreted or construed, to induce or require either Party or their Affiliated Persons or Representatives to act in any manner which is inconsistent with, penalized or prohibited under any Applicable Sanctions/Export Control Laws as applicable to such Party;*

5. Neither party nor its Affiliated Persons or Representatives shall be obliged to perform any obligation otherwise required under this Agreement if this would be in violation of, inconsistent with, or expose such party to punitive measures under, any Applicable Sanctions/Export Control Laws.

6. If [Etisalat], acting reasonably, believes that the Business Partner, its Affiliated Persons or its Representatives breached or is likely to have breached any element of these Sanctions and Export Control clauses, [Etisalat] shall have the right to immediately conduct an appropriate audit into any such breach or potential breach, using its own resources and/or through independent third parties engaged by [Etisalat], and shall withhold payments to the Business Partner during the period of any such audit.

Business Partner, its Affiliated Persons or its Representatives shall at all times cooperate fully and in good faith including with regard to the prompt provision of all relevant information, records and documents in order to facilitate and expedite the conduct of any such [Etisalat] audit.

7. The Business Partner agrees that non-compliance with any of the representations and/or obligations set out in this Agreement by the Business Partner, its Affiliated Persons or its Representatives may result in adverse consequences for [Etisalat] and would allow [Etisalat] to consider such non-compliance as a material breach of the Agreement, and would further entitle [Etisalat] to immediately terminate any and all existing Agreements with the Business Partner for cause without liability as specified in the Agreement.

8. The Business Partner agrees to fully indemnify and hold harmless [Etisalat] and its representatives against any damages, costs, losses, liabilities, fines, penalties, and/or expenses (including attorneys' fees and expenses) arising out of and in connection with the Business Partner, its Affiliated Persons or Representatives non-compliance with these Sanctions and Export Control clauses, including violation or alleged violation of any Applicable Sanctions/Export Control Laws.

9. The Business Partner agrees that [Etisalat] may, at its sole discretion, conduct surveys and audits (either directly or through independent third parties engaged by [Etisalat]) to verify compliance by the Business Partner, its Affiliated Persons and Representatives with these Sanctions and Export Control clauses and Applicable Sanctions/Export Control Laws. Such surveys or audits shall be reasonable as to scope, location, date and time. The Business Partner, its Affiliated Persons or Representatives) shall cooperate fully and in good faith with any such survey or audit including the prompt provision of all relevant information, records and documents as [Etisalat] may reasonably require in order to facilitate and expedite the conduct of any such audit.

10. In the event that [Etisalat] is required to obtain an authorisation, licence or other governmental approval or to make a notification under Applicable Export Control Laws for reasons arising out of this Agreement or the acts contemplated by it, the Business Partner shall provide such assistance to [Etisalat] in obtaining such approval as [Etisalat] may reasonably require.

3. Anti-Money Laundering and Counter Finance of Terrorism

1. "Applicable Anti-Money Laundering Laws and Counter Finance of Terrorism" or "AML/CFT" means any laws, rules, or regulations applicable to [Etisalat] and the Business Partner, that prohibit engaging in or facilitating financial transactions that promote or conceal unlawful activity in any jurisdiction.

2. The Business Partner represents and warrants that:

- i. the Business Partner and each of its affiliated persons will refrain from engaging, whether directly or indirectly, in improper and/or illegal conduct, including money-laundering and terrorist financing; and, where applicable, will comply with Applicable AML/CFT Laws;
- ii. If applicable, the Business Partner has in place procedures aimed at preventing AML/CFT violations; and
- iii. the Business Partner agrees to notify [Etisalat] promptly and in any event within 3 days, in writing, of any suspicious activity under AML/CFT Laws, of which it becomes aware relating to the transaction involving [Etisalat]. Upon reasonable request, the [Etisalat] agrees to provide [Etisalat] with documentation relating to its AML/CFT policies and procedures and assist [Etisalat] with any clarification required without any undue delay.

Annexure-A

Scope of work and BoQ for ETA KBL/Regional MSCs Airzole Fire suppression system on-call PM and spare parts supply

No.	Description	Quantity	Unit Price	Warranty (where applicable) Year/s
1	PM of Capsules, detectors, main panel and system functionality test _ Kabul	1 LS		
2	PM of Capsules, detectors, main panel and system functionality test _ Provinces	1 LS		
3	Installation, testing and & commissioning of Capsul per unit _ Kabul	1 Pcs		
4	Installation, testing & commissioning of Capsul & testing per unit _ Provinces	1 Pcs		
5	Installation, testing & commissioning of magnet, breaker and manual pull station Kabul	1 Pcs		
6	Installation, testing & commissioning of magnet, breaker and manual pull station Provinces	1 Pcs		
7	Complete system installation, testing & commissioning	1 LS		
8	Wiring renewal	1 LS		
9	Troubleshooting and Alarms removal Kabul	1 LS		
10	Troubleshooting and Alarms removal Provinces	1 LS		
11	Buzzer supply	1 Pcs		
12	sounder supply	1 Pcs		
13	Release indicator	1 Pcs		
14	Manual pull station	1 Pcs		
15	Battery back up supply	1 Pcs		

16	Smoke detector supply	1 Pcs		
17	Heat detector supply	1 Pcs		
18	Cupsul (Generator) Tor 1000 supply	1 Pcs		
19	Cupsul (Generator) Tor 1400 supply	1 Pcs		
20	Cupsul (Generator) Tor 2800 supply	1 Pcs		
21	Cupsul (Generator) Tor 3500 supply	1 Pcs		
22	Main panel supply (one loop)	1 Pcs		
23	Main panel supply (two loops)	1 Pcs		
24	Fire alarm cable	1 M		
25	Ducting supply & installation 40x40	1 M		
26	Piping supply & installation (1/2" with accessories)	1 M		
27	Power cable 5 x 10mm	1 M		
28	Power cable 2 x 1.5mm	1 M		
29	UTP cable	1 M		

Technical Scope of Work for Aerosol Suppression System:

1. All supplied spare Only Parts would be supplied as per contract price and repair would be upon EA on-call or e-mail request
2. Vendor is supposed propose genuine parts from authorized manufacturer of Fire suppression by giving clear reference of manufacturer
3. Vendor must be certified to handle emergency, do design and calculation and expertly handle raised issue in fire suppression system
4. Parts must comply with given technical specs in the Table or as per physical check of below stated model
5. Vendor to fulfil warranty claim within 1 to 10 working days base on service affect policy of EA
6. Vendor to suggest any upgraded spare like PCBs/Capsules/ etc. and be capable enough to configure and install the new and old cards as per ground electrical requirements of EA sites

7. Vendor to supply the items within 15-days after order placement from EA procurement
8. Vendor to give manufacturer warranty for supplied spare parts & 4 years for capsules
9. Vendor is persuaded to keep certain quantity of service affecting spares which are to be utilized in case of EA emergency request
10. Vendor to make a field visit and ensure all the listed items are covered with no single missing
11. Vendor understand the importance of MSC/BSC location and will attend the problem as per below SLA
12. EA Power team will issue problem ticket mentioning for (1) Critical (2) Major (3) Minor (4) Information

Region	Item	Service Level			
		Critical	Major	Minor	Information
	Severity				
	Priority	1	2	3	4
Kabul	Response Time	15-Minutes	30-Minutes	1-Bussiness Day	2-Bussiness Day
	Restoration Time	4-Hours	24-Hours	48-Hours	20-Bussiness Day
Provinces	Response Time	15-Minutes	30-Minutes	1-Bussiness Day	2-Bussiness Day
	Restoration Time	Up to 6-Hours	48-Hours	72-Hours	20-Bussiness Day

RFP General Terms Compliance to be filled by Bidder.

S/N	Clause No. and General Terms	Comply (Yes/No)	Remarks
1	4. VALIDITY OF OFFERS:		
2	6. ACCEPTANCE OF OFFERS:		
3	7. REGISTRATION/LEGAL DOCUMENTS OF THE BIDDER		
4	8. PAYMENTS		
5	9. PENALTY:		
6	10. CONSTRUCTION OF CONTRACT:		
7	11. TERMINATION OF THE CONTRACT BY THE PURCHASER		
8	12. LOCAL TAXES, DUES AND LEVIES:		

The following Information must be submitted with offer.

Bidder Contact Details	
Bidder Name	
Bidder Address	
Bidder Email Address	
Bidder Phone Number	
Bidder Contact Person Name	
Bidder Contact Person Phone No	
Bidder Contact Person Email Address	
Bidder Registration License Number	
License Validity	
TIN Number /Tax Number	

===== end of documents =====